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PART VI.

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT.

BANGALORE DISTRICT.

Notification dated 29th November 1929.

The undermentioned quantities of sawn timber will be sold by public auction under the following conditions at the following Timber Depot, Bangalore (behind Usmania Theatre), by the District Forest Officer, Bangalore District, on the date noted hereunder :—

Sl. No.	Name of place	Date of sale	Quantities of timber		Remarks
1	Government Timber Depot (behind Usmania Theatre).	19th December 1929 (Thursday).	Hunal ... Mathi ... Nandi ...	1,500 c.ft.	More or less
			Jungle wood reepers ...	10,000 R.ft.	
			and creosoted ... timber.	208 c.ft.	

Hours of sale. 4 P.M. to 6 P.M.

N.B.—Rafters and reepers vary in lengths and girths from 8 to 12 ft. and 4" x 2" to 6" x 3" respectively.

If the sale is not concluded on the date of sale it will be held on the following day at the same time.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof, will be accepted if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. The sale is subject to the confirmation of the Chief Conservator of Forests.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In case of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer, for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of the notice of the confirmation of the sale, whichever is later. In case of purchasers of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 30th June 1930. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

Notification, dated 25th November 1929.

The undermentioned 159 Balgi poles will be sold by public auction under the following conditions near the Binny Mills, (Stores of the Chief Electric Engineer) Bangalore, by the District Forest Officer, Bangalore District on Friday the 20th December 1929 at 9 A.M.

145	45′ long	... ...	} Round poles.
14	35′ long	... ...	

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof, will be accepted if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. The sale is subject to the confirmation of the Chief Conservator of Forests.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer, for the unsold wood and the amount still due from him which will be recovered as arrears of Land Revenue.

6 The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of the confirmation of the sale, whichever is later. In case of purchases of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 30th June 1930. The money shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for, shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the Depot unless a permit is obtained from the Forest Officer in charge of the Depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

B. N. IYENGAR,
District Forest Officer.

SHIMOGA DIVISION.

SALE OF BAMBOOS.

Notification dated 24th November 1929.

It is hereby notified for general information that the right of collection and removal of bamboos in the undermentioned forests of the Shimoga Division for the Calendar year 1930 will be sold by public auction by the District Forest Officer or any other officer deputed by him on the dates and places and subject to the conditions mentioned below:—

Name of range	Name of Forest	Description of Block	Minimum quantity to be purchased		Place of sale	Date of sale	Remarks
			Big bamboos	Small bamboos			
Sacrebyle ..	Sacrebyle ..	Coupe I compartment 1 to 7 whole forest	25,000	50,000	District Forest Office, Shimoga	20th December 1929	The boundaries of working circles will be made known at the time of sale.
Shankar ..	Shankar ..	Coupe III 20, 23 & 6	..	75,000			
		Settihalli F. S. ..	5,000	...			
		Maleshankar ...	5,000	..			
	Purdhal ..	Coupe III Purdhal F. S.	...	50,000			
Ayanur ..	Kumsi ..	Tiruganamadu F. S.	..	5,000			
		Doddi Felling Series	..	5,000			
Hanagere ..	Hanagere ..	Hanagere Eastern F. S. ..	10,000	..			
	Kudi ..	Whole forest ..	..	10,000			

The sale will commence at 2 P.M. precisely, on each day if it is not concluded on the same day and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 500 and below and of the Conservator of Forests in other cases.

N. B.—It should be clearly understood that the contractor shall make his own arrangements for the removal of the bamboos, etc.

2. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate under the Tangadi Sale Rules and deposit a sum of Rs. 50 (fifty) as earnest money with the officer conducting the sale. The deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid together with the local cess at one anna (per rupee), railway cess at 3 pies (per rupee) and education cess at six pies (per rupee) on the full sale amount, failing which, the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working, which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The bamboos will be sold by number (*i.e.*, the bidders will have to bid at so much per 1,000 bamboos).

5. Power is reserved to the District Forest Officer or such other officer conducting the sale, as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale the person whose bid is accepted shall deposit as security a sum of Rs. 50 (fifty) or 25 per cent of the sale amount whichever is less for each block as security towards the due fulfilment of the contract. He shall also pay within that period the remaining 75 per cent of

the contract amount due by him and shall execute an agreement on a stamped paper of proper value accepting the above terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself :—

(*a*) That the bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a permit to remove is issued. Removal without such permit will be an offence to be dealt with according to law.

(*b*) That the purchaser shall not cut bamboos outside the limits of the block to which the lease refers and not exploit immature clumps less than three years old.

(*c*) That the lessee will be personally responsible for the acts of his agents, servants, or coolies employed in the cutting, collection and removal of bamboos and for preventing the cutting of clumps under two years by himself, his agents, servants or coolies.

(*d*) That he shall not sublet the contract to anybody or appoint any agent to work for him except with the written sanction of the District Forest Officer.

(*e*) That he shall have no right whatsoever over the block and over the bamboos paid for but left unremoved in any of the blocks after 31st December 1930.

(*f*) That he shall accept the minimum quantity fixed in the notification as available in the block concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed within the lease period he shall pay for the excess quantity at auction sale rates.

(*g*) That he shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting station.

(*h*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*i*) That he or his men shall not enter the forest after sunset and before sunrise.

(*j*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of bamboos removed and shall keep it open for the examination of Forest Officers above the grade of guards.

(*k*) That he understands that the sale does not prohibit the issue of retail licenses at seigniorage rates or the exercise by the villagers of their rights in the Forests.

(*l*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer, and that the latter may after issuing to the contractor a notice of cancellation of contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited it shall be immediately made good by the contractor.

Notification dated 25th November 1929.

Notice is hereby given under Section 40 of the Mysore Forest Regulation, that the following eight teak poles measuring 42 C.ft., which were found unclaimed in Kotadahalu Village of Honnali Taluk have been seized by the Forest Department and kept in the custody of Patel Veerabhadrappa of Kotadahalu. Persons having any claim to the said timber are hereby required to present a statement of their claims to the undersigned within a month from the date of publication of this notice and establish their claims, failing which the timber will lapse to Government under Section 42 of the said Regulation.

Sl. No.	Kind	Length	Girth	C.ft.	Remarks
1	Teak pole	17-9	2-8	8	Found lying in a Government land about 1½ miles from Kotadahalu village.
2	Do	13-0	2-6	5	
3	Do	7-6	2-7	3	
4	Do	15-6	2-6	6	
5	Do	16-0	2-6	6	
6	Do	16-6	2-5	6	
7	Do	6-9	2-9	3	
8	Do	15-0	2-3	5	
				42	

P. KRISHNASWAMY RAO,
District Forest Officer.

SAGAR FOREST DIVISION.

Notification, dated 13th November 1929.

It is hereby notified for general information of the public that the timber described below were found lying unclaimed in the District Jungles of Belalmakki Village, Sagar Taluk. Any person having any claim to these logs may present a written statement of such claim to the District Forest Officer, Sagar Division, within one month from the date of the publication of this Notification, and establish the same to the satisfaction of the above Officer, failing which, the ownership of the timber shall vest in Government under Section 42 of the Mysore Forest Regulation.

The logs are lying now in the Sale Depot, Sagar.

Taluk, hobli and village	Range	Kind of logs	Measurement of logs			Remarks
			Length	Girth	C.ft.	
Sagar, Sagar, Belalmakki ..	Sagar ..	Jambe round ..	8 2	2 3	4	The logs bear no marks and numbers.
		Do ..	7 8	2 10	4	
		Do ..	8 5	2 10	4	
		Do ..	9 3	2 6	4	
		Do ..	8 0	2 7	3	
		Do ..	8 0	2 6	3	
		Do ..	8 5	2 7	4	
		Do ..	8 5	2 6	3	
		Total 8	..	...	29	

B. MADHAVA RAO,
District Forest Officer.

BHADRAVATI DIVISION.

Notification dated 23rd November 1929.

Tenders are invited for the purchase of the exclusive right of collecting Tangadi (avaram) bark (cassia auriculata) and Kakke (cassia fistula) barks on all Government unoccupied lands and State Forests up to 30th June 1931, in the undermentioned Taluk, so as to reach the Deputy Commissioner, Kadur District, Chikmagalur, not later than 2 P.M., on the 16th December 1929 :—

N.B.—Tenders may be given Talukwar.

Name of Taluk or Sub-Taluk	Date	Time, place of receipt of tender
Narasimharajapura Sub-Taluk	16th December 1929	2 P.M. Deputy Commissioner's Office, Kadur District, Chikmagalur.

Remarks.—Includes produce on all Government unoccupied lands, Amrit Mahal Kavals, Plantations and State Forests and excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya,and other lands which are in the occupancy of private individuals.

N.B.—Removal of Kakke bark in plantations is prohibited.

The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

2. Each tender should be superscribed "Tender for the purchase of Tangadi and Kakke Barks" and should be accompanied by a deposit of Rs. 200 in currency notes which will be returned in the case of unsuccessful tenderers. Each tenderer should produce a solvency certificate from the Amildar of the Taluk in which he resides, in regard to his solvency.

3. Tenders from defaulters on account of previous leases will not be accepted.

4. The highest tenderer shall ordinarily be the purchaser.

5. The Conservator of Forests reserves to himself the right to accept or reject the highest or any other tender without assigning any reason therefor.

6. The tenders will be opened by the Deputy Commissioner, Kadur District or by an Assistant Commissioner deputed by him for the purpose in the Deputy Commissioner's Office at 2 P. M., on 16th December 1929 in the presence of such of the tenderers as may be present, the District Forest Officer, Bhadravati Division, also being present.

7. Within three days of the acceptance of tender, the purchaser shall credit into the Government Treasury, one-quarter of the total sale amount including the deposit of Rs. 200, together with local, railway and other cesses, *on the full lease amount* at the rates prevailing in the District. In default, the deposit already made will be forfeited and the right

resold either by auction sale or inviting tenders. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of Land Revenue.

8. Within three days of the notice of acceptance of the tender, the successful tenderer shall execute an agreement, at one for each unit, with one or more sureties to the satisfaction of the District Forest Officer, of the District concerned on a stamped paper of the value of ten annas procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount whichever is less, for each unit, for the due fulfilment of the conditions of the contract, in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security, or both, the contract will be cancelled, all the monies already paid, forfeited to Government, and the right resold either by auction sale or inviting tenders, at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom, which will be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation. After executing the agreement and furnishing the security, the successful tenderer shall before entering on the collection of the bark, obtain from the District Forest Officer a permit in the prescribed form athorising him to commence the bark collection.

N.B.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

9. The balance of the sale amount shall be paid in two equal instalments at intervals of four months, as follows:—

First instalment on or before 1st March 1930.
Second instalment on the 1st July 1930.

10. In default to pay the instalments on the due dates, his contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation or any other law for the time being in force. Interest at 9 per cent per annum, will be charged on all arrears of lease amount permitted to be paid after the due date but before the resales.

11. No concession of any kind will be shown to the contractor for loss on any account.

Further conditions to be entered in the agreement are:—

(*a*) The lessee shall hold himself responsible to prevent the cutting of tender stems under one year by himself, his servants or agents.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the bark.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Conservator of Forests.

(*d*) The barked wood shall be the property of the lessee.

(*e*) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests.

(*f*) The lessee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and to permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and officers of the Revenue and Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*g*) The lessee shall render every month to the District Forest Officer in the prescribed form, an account of the number of cart-loads of tangadi and kakke barks collected and carted during the month.

(*h*) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case, each cart-load, must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

NOTE.—(i) Forest forms approved in Government Order No. G. 6119-21—Ft. 178-28-2, dated 20th November 1928, shall be used.

(ii) Unused licenses and books remaining with the lessee on 31st July 1931, shall be returned to the District Forest Officer and before the lessee claims the refund of the security deposit.

(*i*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*j*) They will also be liable under the Forest Regulation, irrespective of any action that may be taken under the contract. They shall remove out of the limits of the District before the 31st July 1931, all bark collected and stored under the terms of the lease.

(*k*) Neither the lessee or sub-lessee, nor his employees, shall enter the State Forests either before sunrise or after sunset.

(*l*) No collection of the bark will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*m*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*n*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the Conservator of Forests. In the case of mere forfeiture of the security deposit amount, the difference will be made good immediately by the contractor, and in the case of the cancellation of the lease, the right will be resold, the lessee not being entitled to moneys already paid by him or for the subsequent excess realisations by resale, the deficit, if any, that may result from such resale being recovered from him as an arrear of Land Revenue.

Tender Notification dated 25th November 1929.

Sealed tenders will be received at the office of the District Forest Officer, Bhadravati Division, Bhadravati, up to 2 P.M., on the 15th December 1929, for the right of collection and removal of big and small bamboos in the undermentioned State Forest of the Division for the calendar year 1929 :—

Name of Sub-Division.	Name of Range	Name of Forest	Description of Block	Minimum quantity to be purchased	Remarks
				Small bamboos	
Lakvalli Sub-Division.	Lakvalli Tyagadabagi.	Lakvalli Tyagadabagi.	—	1,50,000 small bamboos	Date of receipt of tender—15th December 1929.

N.B.—It should be clearly understood that the contractor should make his own arrangements for the removal of bamboos, etc.

2. The tender should be superscribed "Tender for the right of collection and removal of bamboos." The rate should be per one thousand written distinctly in words as well as in figures.

3. Each tender should be accompanied with the solvency certificate and the earnest deposit of Rs. 50 in currency notes which will be returned in the case of unsuccessful tenders.

4. The acceptance of tender rests with the Conservator of Forests or the District Forest Officer as the case may be who reserves to himself the power of accepting or rejecting any tender without assigning any reason therefor.

5. Within fifteen days from the date of receipt of the intimation regarding the acceptance of the tender the tenderer whose tender is accepted shall pay up the full lease amount together with the local cess at Re. 0-1-0, railway cess at Re. 0-0-6 and education cess at Re. 0-0-6 (per rupee) on the entire lease amount and also deposit as security a sum of Rs. 50 (fifty) or 25 per cent of the sale amount, whichever is less for each block as security towards the due fulfilment of the conditions of the contract and shall execute an agreement on a stamped paper of proper value accepting the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked departmentally at the risk of the defaulter. He will be liable for the loss, if any, that may result by such resale or departmental working, which will be recoverable from him as an arrear of Land Revenue, but he shall not participate in any gain. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract after the period of contract is over.

The following are the further conditions to which the contractor should bind himself :—

Conditions.

(*a*) That the bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a permit to remove is issued. Removal without such permit will be an offence to be dealt with according to law.

(*b*) That the purchaser shall not cut bamboos outside the limits of the block to which the lease refers and not exploit immature clumps less than three years' old.

(*c*) That the lessee will be personally responsible for the acts of his agents, servants, or coolies employed in the cutting, collection and removal of bamboos and for preventing the cutting of clumps under two years by himself, his agents, servants or coolies.

(*d*) That he shall not sublet the contract to anybody or appoint any agent to work for him except with the written sanction of the District Forest Officer.

(*e*) That he shall have no right whatsoever over the block and over the bamboos paid for but left unremoved in any of the blocks after the 31st December 1929.

(*f*) That he shall accept the minimum quantity fixed in the notification as available in the block concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed within the lease period he shall pay for the excess quantity at tender rates

(*g*) That he shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting station.

(*h*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*i*) That he or his men shall not enter the forest after sunset and before sunrise.

(*j*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of bamboos removed and shall keep it open for the examination of Forest Officers above the grade of guards.

(*k*) That he understands that the sale does not prohibit the issue of retail licenses at seigniorage rates or the exercise by the villagers of their rights in the forest.

(*l*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may after issuing to the contractor a notice of cancellation of contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (5) *supra*. If the deposit or part thereof is so forfeited it shall be immediately made good by the contractor.

C. H. EAGLES,
District Forest Officer.

KADUR FOREST DIVISION.

Notification dated 21st November 1929.

Sealed tenders will be received for the purchase of the exclusive right of collecting Tangadi (Cassia auriculata) and Kakke (Cassia fistula) barks in the Mudgere Taluk, on all Government unoccupied lands and State Forests from 1st July 1929 to 30th June 1931, by the Deputy Commissioner, Kadur District, up to 21st December 1929.

Remarks.—Includes produce on all Government unoccupied Lands, Amrut Mahal Kavals, Plantations and State Forests and excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals.

N.B.—Removal of Kakke bark in plantations is prohibited.

The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

2. Each tender should be superscribed "Tender for the purchase of Tangadi and Kakke Barks" and should be accompanied by a deposit of Rs. 200 in currency notes which will be returned in the case of unsuccessful tenderers. Each tenderer should produce a solvency certificate from the Amildar of the Taluk in which he resides in regard to his solvency.

3. Tenders from defaulters on account of previous leases will not be accepted.

4. The highest tenderer shall ordinarily be the purchaser.

5. The Chief Conservator of Forests reserves to himself the right to accept or reject the highest or any other tender without assigning any reason therefor.

6. The names of accepted tenderers will be put up on the Notice Board of the Office of the Chief Conservator of Forests in Mysore, Bangalore, and this must be accepted as sufficient intimation of the fact.

7. Within three days of the acceptance of tender, the purchaser shall credit into the Government Treasury, one-quarter of the total sale amount including the deposit of Rs. 200 together with local, railway and other cesses, *on the full lease amount* at the rates prevailing in the District. In default, the deposit already made will be forfeited and the right resold either by auction sale, or inviting tenders. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue.

8. Within three days of the notice of acceptance of the tender, the successful tenderer shall execute an agreement at one for each unit with one or more sureties to the satisfaction of the District Forest Officer of the District concerned on a stamped paper of the value of ten annas procured at his own cost, and also furnish a security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for each unit, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled, all the moneys already paid forfeited to Government and the right resold either by auction sale or inviting tenders, at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation. After executing the agreement and furnishing the security, the successful tenderer shall before entering on the collection of the bark, obtain from the District Forest Officer a permit in the prescribed form authorising him to commence the bark collection.

N.B.—(*i*) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(*ii*) A sample form of the agreement may be seen at any of the District Forest Offices.

9. The balance of the sale amount shall be paid in three equal instalments at intervals of four months as follows:—

1st instalment	on or before	1st November 1929.
2nd do	do	1st March 1930.
3rd do	on the	1st July 1930 or the next working day if 1st July 1930 is a general holiday.

10. In default to pay the instalments on due dates, the contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation, or any other law for the time being in force. Interest at 9 per cent per annum will be charged on all arrears of lease amount permitted to be paid after the due date but befofe the resales.

11. No concession of any kind will be shown to the contractor for loss on any account. Further conditions to be entered in the agreement are:—

(*a*) The lessee shall hold himself, responsible to prevent the cutting of tender stems under one year by himself, his servants or agents.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the bark.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests.

(*d*) The barked wood shall be the property of the lessee.

(*e*) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests.

(*f*) The lessee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and officers of the Revenue and Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*g*) The lessee shall render every month to the District Forest Officer in the prescribed form an account of the number of cart-loads of tangadi and kakke barks, collected and carted during the month.

h) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note.—(*i*) Forest forms approved in Government Order No. G. 6119-21—Ft. 178-28-2, dated 20th November 1928, shall be used.

(*ii*) Unused licenses and books remaining with the lessee on 31st July 1931, shall be returned to the District Forest Officer and before the lessee claims the refund of the security deposit.

(*i*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*j*) They will also be liable under the Forest Regulation, irrespective of any action that may be taken under the contract.

They shall remove out of the limits of the District before the 31st July 1931, all bark collected and stored under the terms of the lease.

(*k*) Neither the lessee or sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*l*) No collection of the bark will be permitted in the State Forests, during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*m*) The lessee or sub-lessee shall not interfere with the recognised rights of inamdars.

(*n*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the Chief Conservator of Forests. In the case of mere forfeiture of the security deposit amount, the difference will be made good immediately by the contractor, and in the case of the cancellation of the lease, the right will be resold, the lessee not being entitled to moneys already paid by him or for the subsequent excess realisations by resale, the deficit if any, that may result from such resale being recovered from him as an arrear of land revenue.

S. VENKATAVARADIENGAR,
District Forest Officer.

ENGINEERING DEPARTMENT.

KOLAR DIVISION.

Notice.

The attention of the public is invited to the notification published in the *Mysore Gazette*, Part VI, pages 1336 and 1337, dated 21st November 1929, calling for tenders for Constructing a Road Dam at 6—1 of Mulbagal-Punganur Road, Mulbagal Taluk.

The last date for tender is 9th December 1929

The attention of the public is invited to the notification published in the *Mysore Gazette*, Part VI, pages 1337 and 1338, dated 21st November 1929, calling for tenders for Restoring Kendanahally Addakunte Tank Regd. No. 429—452 of Chintamani Taluk.

The last date for tender is 9th December 1929.

Dated 27th November 1929.

Notice is hereby given that sealed tenders will be received at the Office of the Executive Engineer, Kolar Division, up to 2 P.M., of 21st December 1929, for Restoring Kempasandra, Cholaganahalli Jodi Tank, Malur Taluk. An approximate estimate of quantities is given below. These quantities are not guaranteed. The work should be completed by the end of December 1930.

2. The plans, detailed estimate and conditions may be seen at the Executive Engineer's Office at Kolar, between the hours of 11 A.M. and 5 P.M.

3. Tenders should be submitted on printed forms which may be obtained from the Executive Engineer. The tenders should be accompanied by a statement in the form given below, showing the rates at which the different items specified will be executed.

4. Each tender must be accompanied by a deposit of Rupees two hundred and ninety in cash or Government Promissory Notes, as earnest money and be superscribed "Tender for Restoring Kempasandra, Cholaganahalli Tank, Malur Taluk" in default of which tenders will be rejected.

5. The final acceptance of any tender will rest with the Executive Engineer, who does not bind himself to accept the lowest or any tender or to assign any reason whatever for the rejection of any tender.

6. Within eight days of the acceptance of the tender, the successful competitor will be required to execute the usual contract bond, in default of which, his tender will be considered cancelled, and earnest money will be forfeited.